



Certified Policy Record

I, the undersigned, do hereby confirm that I am custodian of the records pertaining to the issuance of policies by State Farm Fire and Casualty Company.

I certify that the attached documents represent a true and accurate record of the terms and conditions of Policy Number 25-EH-4412-9 including any endorsements, if applicable, for the policy term(s) 08/18/2020 - 08/18/2021 and insuring BRUCE, JEFFREY W & MARGARET L based on available records.

The policy was in effect on the loss date of 03/02/2021.

A handwritten signature in black ink, appearing to read "Lidia Diaz", written over a horizontal line.

Lidia Diaz
Underwriter

Date: 02/23/2022

State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois

Po Box 853907
Richardson, TX 75085-3907

Named Insured

AT1 000168 0046 A-14-9311-FC21 L F
BRUCE, JEFFREY W & MARGARET L
PO BOX 797
BELTON MO 64012-0797



DECLARATIONS PAGE

AMENDED MAY 22 2020

Policy Number 25-EH-4412-9		
Policy Period	Effective Date	Expiration Date
12 Months	AUG 18 2020	AUG 18 2021
The policy period begins and ends at 12:01 am standard time at the named insured's address.		

Your policy is amended MAY 22 2020
PREMIUM ADJUSTMENT
NUMBER OF AUTOS CHANGED
UNDERAGE DRIVERS DELETED

Other items shown are effective
with the policy's 2020 renewal

PERSONAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you written notice in compliance with the policy provisions or as required by law.

State Farm Customer Call Center
Telephone Number: 800-782-8332

Coverage(s)	Limit of Liability
Coverage L - Personal Liability	\$ 1,000,000
Self-Insured Retention	None
Farm Insured Retention	\$ 1,000

Required Underlying Insurance

(Terms in bold in this section are defined in the policy)

Type of Policy	Minimum Underlying Limits	
	Combined Limits (Bodily Injury and Property Damage)	or Split Limits
Automobile Liability	\$ 500,000	Bodily Injury - \$250,000 Per Person \$500,000 Per Accident Property Damage - \$100,000 Per Accident
Recreational Motor Vehicle Liability Including Passenger Bodily Injury	\$ 500,000	Bodily Injury - \$250,000 Per Person \$500,000 Per Accident Property Damage - \$100,000 Per Accident
Personal Residential Liability Including Personal Farm Liability	\$ 100,000	
Watercraft Liability	\$ 100,000	

(Coverages Continued)

Forms & Endorsements		Endorsement Premium	
Personal Liability Umbrella	FP-7950.2	Decrease	\$ 840.89
Missouri Guaranty Association	FE-7848		
Farm Liability Coverage	FE-7676.2		
Fuel Oil Exclusion	FE-5837		

Other limits and exclusions may apply - refer to your policy

FP-7052.3C

Continued on Reverse

ECKHARD PREUSS
816-331-4288

0334 251 I

Prepared JUL 14 2020

555-7020 j.1 05-08-2006 (o1f039rb)

CONTINUED FROM FRONT SIDE

PERSONAL LIABILITY UMBRELLA POLICY

Required Underlying Insurance

(Terms in bold in this section are defined in the policy)

Minimum Underlying Limits

Type of Policy

Combined Limits
(Bodily Injury and Property Damage)

or

Split Limits

Employers Liability

\$ 100,000



State Farm® **Personal Liability Umbrella Policy**

FP-7950.2

TABLE OF CONTENTS

DECLARATIONS

Your Name
Your Mailing Address
Policy Period
Limit of Liability
Self Insured Retention
Required Underlying Insurance Policies

Beginning on Page

AGREEMENT	1
DEFINITIONS	1
MAINTAINING REQUIRED UNDERLYING INSURANCE	5
COVERAGES	
Coverage L – Personal Liability	6
Additional Coverages	6
EXCLUSIONS	7
DUTIES AFTER LOSS	10
CONDITIONS	10

PERSONAL LIABILITY UMBRELLA POLICY

AGREEMENT

1. **We** agree to provide the insurance policy are **your** statements and are described in this policy: true.
 - a. based on **your** payment of premium for the coverages **you** chose;
 - b. based on **your** compliance with all provisions of this policy; and
 - c. in reliance on the truthfulness of **your** statements on the declarations page and in the application for this policy.
2. **You** agree that:
 - a. **you** will pay premiums when due and comply with all provisions of this policy; and
 - b. the statements on the declarations page and in the application for this
3. When **you** request changes to this policy or to **required underlying insurance**, or the information or factors used to calculate the premium for this policy changes during the policy period, **we** may adjust the premium in accordance with the change during the policy period and **you** must pay any additional premium due within the time **we** specify.
4. **Your** policy consists of the policy booklet, the declarations page, any endorsements issued to amend **your** policy, and any amendments included in **your** renewal certificates. **Your** policy contains all of the agreements between **you** and **us** and any of **our** agents.

DEFINITIONS

We define the words and phrases listed below. Defined words and phrases are printed in bold text, and apply throughout the policy. These definitions apply to the singular, plural, and possessive forms of these words and phrases.

1. “**automobile**” means a land motor vehicle or trailer, designed for use primarily on public roads.

Automobile does not include:

- a. **recreational motor vehicles**;
- b. truck tractors designed to pull any type of trailer;
- c. truck tractor trailers; or

- d. farm tractors, farm trailers or farm implements.

2. “**bodily injury**” means physical injury, sickness or disease to a person, including death resulting therefrom.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person;
- b. the exposure to any such disease, bacteria, parasite, virus, or other

- organism by any **insured** to any other person;
- c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury or any resulting physical injury unless it arises out of actual physical injury to some person; or
- d. **personal injury**.
3. "**business**" means a trade, profession or occupation, including farming.
4. "**business property**" means premises that:
- a. a **business** is conducted on or from;
- b. is rented to others or held for rental, in whole or in part;
- c. at one time was rented to others or held for rental by any **insured** but is currently being held for sale or other disposition; or
- d. is held for sale or other disposition in conjunction with a **business** pursuit.
5. "**fungus**" means any type or form of fungi, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi. For the purposes of this definition and its application to this policy, **fungus** is not considered a pollutant.
6. "**insured**" means:
- a. **you** and **your relatives** whose primary residence is **your** household;
- b. any other human being under the age of 21 whose primary residence is **your** household and who is in the care of a person described in 6.a.;
- c. any other person or organization to the extent they are liable for the use of an

automobile, recreational motor vehicle or watercraft by a person included in 6.a. or 6.b.

However, any such person or organization is not an **insured** if:

- (1) the use is in the course of a **business** that sells or services **automobiles, recreational motor vehicles** or watercrafts; or
- (2) such person or organization owns, leases or rents the **automobile, recreational motor vehicle** or watercraft.

7. "**loss**" means:

- a. an accident, including accidental exposure to conditions, which first results in **bodily injury** or **property damage** during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one **loss**; or
- b. the commission of an offense which first results in **personal injury** during the policy period. A series of similar or related offenses is considered to be one **loss**.
8. "**personal injury**" means injury other than **bodily injury** arising out of one or more of the following offenses:
- a. false arrest, false imprisonment, wrongful eviction, wrongful detention of a person;
- b. abuse of process, malicious prosecution;
- c. libel, slander, defamation of character; or

- d. invasion of a person's right of private occupancy by physically entering into that person's personal residence.
9. **"private automobile"** means:
- a. an **automobile** of the private passenger type, other than a pickup truck, van, minivan, or sport utility vehicle, designed primarily to carry persons and their luggage; or
 - b. a pickup truck, van, minivan, or sport utility vehicle:
 - (1) that is not used for wholesale or retail pickup or delivery; and
 - (2) that has a Gross Vehicle Weight Rating of 12,000 pounds or less.
10. **"property damage"** means physical damage to or destruction of tangible property, including the loss of use of such property. Tangible property does not include computer programs or data or the reconstruction of computer programs or data. Theft or conversion of property by an **insured** is not **property damage**.
11. **"recreational motor vehicle"** means a land motor vehicle primarily designed both for use off public roads and for recreational purposes. This includes, but is not limited to, any all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, minibike, personal assistive mobility device, snowmobile, or trail bike.
12. **"relative"** means any person related to **you** by blood, adoption, or marriage.
13. **"required underlying insurance"** means the following types of insurance policies when shown on the declarations page:
- a. With respect to all **automobiles** or **recreational motor vehicles** which are

owned by, leased to, rented to, or available for the regular and frequent use of any **insured**:

- (1) **"Automobile Liability"** means a policy which provides coverage for the **insured** for that **insured's** liability arising out of the ownership, operation, maintenance or use of any **automobile**. That policy must include Uninsured and/or Underinsured Motor Vehicle coverage if Uninsured and/or Underinsured Motor Vehicle coverage is shown on the declarations page of this policy. **Automobile Liability** does not include a **Recreational Motor Vehicle Liability** as defined in item (2) below.
- (2) **"Recreational Motor Vehicle Liability"** means a policy which provides coverage for the **insured** for that **insured's** liability, including passenger **bodily injury**, arising out of the ownership, operation, maintenance or use of a **recreational motor vehicle**. That policy must include Uninsured and/or Underinsured Motor Vehicle coverage if Uninsured and/or Underinsured Motor Vehicle coverage is shown on the declarations page of this policy.
- b. **"Watercraft Liability"** means a policy which provides coverage for the **insured** for that **insured's** liability arising out of the ownership, operation, maintenance or use of any watercraft. **Watercraft Liability** is only **required underlying insurance** with respect to watercraft which are owned by or available for the regular and frequent

use of any **insured** within the meaning of part a. or b. of the definition of **insured**.

- c. **"Personal Residential Liability"** means **your** policy which provides coverage for liability arising out of the ownership, maintenance or use of a premises as **your** residence.
- d. **"Personal Farm Liability"** means **your** policy which provides coverage for liability arising out of the ownership, maintenance or use of a premises as **your** residence and the ownership, operation, maintenance or use of **your** farm.
- e. **"Residential Rental Liability"** means **your** policy which provides coverage for liability arising out of the ownership, maintenance or use of **your** residential rental property which is occupied by others.
- f. **"Business/Office Premises Liability"** means **your** policy which provides coverage for liability arising out of **your business** or the ownership, operation, maintenance or use of an office solely occupied by **you**.
- g. **"Employers Liability"** means **your** policy which provides coverage for liability arising out of **bodily injury** sustained by **your** employees during the course of their employment by **you**.

- h. **"Professional Liability"** means **your** policy which provides coverage for liability arising out of the rendering or failure to render professional services, negligent acts, errors or omissions in the practice of **your** profession shown on the declarations page of this policy.

14. **"retained limit"** means the sum of:

- a. the amount paid or payable by any other insurance policy for the **loss**;
- b. the amount the **insured** is required to pay for the **loss** as provided in the MAINTAINING REQUIRED UNDERLYING INSURANCE section of this policy; and
- c. the amount shown on the declarations page as the "Self-Insured Retention". This amount only applies if an **insured** has no **required underlying insurance** or an **insured's required underlying insurance** does not provide any coverage for the **loss**.

15. **"you"** and **"your"** mean the person or persons shown as "Named Insured" on the declarations page. If a named insured shown on the declarations page is a human being then **you** and **your** includes the spouse of the first person listed as a named insured if the spouse resides primarily with that named insured.

16. **"we"**, **"us"** and **"our"** mean the Company shown on the declarations page.

MAINTAINING REQUIRED UNDERLYING INSURANCE

Required underlying insurance must be maintained at all times in an amount at least equivalent to the Minimum Underlying Limits shown on the declarations page.

The **insured** is required to pay:

1. the difference between the Minimum Underlying Limits shown on the declarations page, and the amount paid for the **loss** by **required underlying insurance** if the **required underlying insurance**:
 - a. limits the amount it will pay in one year;
 - b. has limits in an amount less than the Minimum Underlying Limits shown on the declarations page;
 - c. has limits in an amount shown on the declarations page as **required underlying insurance**, but it provides reduced limits for that **insured** seeking coverage under this policy; or
 - d. amount is not paid in full because the insurer providing **required underlying insurance** is or becomes insolvent.
2. the Minimum Underlying Limits shown on the declarations page if the:
 - a. insurer providing the **required underlying insurance** makes no payment because it is or becomes insolvent, and no payment is made by a state, provincial or association guarantee fund because that insurer is or becomes insolvent;

b. **insured**:

- (1) does not qualify as an insured under the **required underlying insurance**;
- (2) qualifies as an insured under the **required underlying insurance**, but an exclusion or other policy provision applies that eliminates coverage under the **required underlying insurance** for that **insured**;

c. **required underlying insurance**:

- (1) is not in force;
- (2) does not provide coverage because a claim is not made while that policy is in effect or within the required time period stated in that policy;
- (3) does not provide coverage when an **insured** operates an **automobile** or **recreational motor vehicle** outside the United States of America, its territories and possessions, or Canada.

However, item c.(3) above, does not apply if an **insured** purchases or is provided **Automobile Liability** or **Recreational Motor Vehicle Liability** insurance in an amount at least equivalent to the otherwise applicable **required underlying insurance** or, if the Minimum Underlying Limits shown on the declarations page are not available, the highest available limit.

COVERAGES

COVERAGE L – PERSONAL LIABILITY

If a claim is made or suit is brought against an **insured** for damages because of a **loss** for which the **insured** is legally liable and to which this policy applies, **we** will pay on behalf of the **insured**, the damages that exceed the **retained limit**. The most **we** will pay for such **loss** is the Coverage L Limit of Liability, as shown on the declarations page, regardless of the number of **insureds** who may be liable, claims made, or persons injured.

Defense

If a suit is brought against any **insured** for damages because of a **loss** to which this policy applies, **we** will provide a defense to the **insured** at **our** expense by counsel of **our** choice when the basis for the suit is a **loss** that is not covered by any other insurance policy but is covered by this policy. **We** have no duty to defend any claim or suit after **we** tender, deposit in court, or pay the amount due under this policy.

Our Rights

We have the right to:

- a. investigate, negotiate and settle any claim or suit that **we** decide is appropriate;
- b. defend the **insured** in any claim or suit, by counsel of **our** choice; and
- c. appeal any award or legal decision.

ADDITIONAL COVERAGES

When **we** provide a defense to an **insured** at **our** expense by counsel of **our** choice for a

loss that is not covered by any other insurance policy, but is covered by this policy, **we** will pay the following in addition to the Coverage L Limit of Liability, but only until **we** tender, deposit in court, or pay the amount due under this policy:

1. expenses **we** incur in defending the suit;
2. premiums on bonds required to defend the suit, but not for bond amounts greater than the Coverage L Limit of Liability. **We** are not obligated to apply for or furnish any bond;
3. reasonable expenses any **insured** incurs at **our** request. This includes:
 - a. actual loss of earnings, but not loss of other income, up to \$200 for each day an **insured** attends at **our** request;
 - (1) an arbitration;
 - (2) a mediation; or
 - (3) a trial of a suit; and
 - b. reasonable expenses incurred by **our insured** at **our** request other than loss of earnings or other income;
4. costs taxed against an **insured** in a suit **we** defend. Costs do not include attorney fees;
5. prejudgment interest, when owed by law, on that part of the judgment covered by this policy; and
6. interest on the entire judgment which accrues after entry of the judgment but only until **we** tender, deposit in court, or pay the amount due under this policy. **We** will not pay interest on damages paid or payable by a party other than the **insured** or **us**.

EXCLUSIONS

There is no coverage under this policy for any:

1. **loss** involving any **insured's** maintenance, use, ownership, loading or unloading of any:
 - a. locomotive, unless **your required underlying insurance** for **Personal Residential Liability** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
 - b. aircraft;
 - c. truck tractors designed to pull any type of trailer;
 - d. truck tractor trailers; or
 - e. farm tractors, farm trailers or farm implements while used in farming operations;
2. **loss** arising out of any **insured** providing or failing to provide a professional service;
3. **loss** arising out of alleged or actual:
 - a. sexual harassment;
 - b. sexual molestation; or
 - c. discrimination prohibited by law;by the **insured**;
4. **loss** arising out of any **insured's** act or omission as a member of a corporation's board of directors. This exclusion does not apply if:
 - a. the corporation is a not-for-profit corporation; and
 - b. the **insured** is not an employee or officer of the corporation;
5. **loss** arising out of any contamination or pollution unless **required underlying insurance** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
6. **loss** arising out of any **insured's business property** or **business** pursuits of any **insured**, unless:
 - a. (1) the **loss** does not involve any land motor vehicle or watercraft; and
(2) **required underlying insurance** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
 - b. the **loss** involves a **private automobile** used for **business** pursuits, and:
 - (1) **required underlying insurance** for **Automobile Liability** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
 - (2) the **private automobile** is not for hire either for the use of others or for carrying the property of others; and
 - (3) the **private automobile** is not used to carry passengers for a charge in connection with any **business** pursuit; or

- c. the **loss** involves a watercraft used for **business** pursuits, and:
 - (1) **required underlying insurance** for **Watercraft Liability** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
 - (2) the watercraft is not for hire either for the use of others or for carrying the property of others; and
 - (3) the watercraft is not used to carry passengers for a charge in connection with any **business** pursuit;
- 7. **loss** arising out of:
 - a. nuclear reaction;
 - b. radiation or radioactive contamination from any source; or
 - c. any detonation of, or release of radiation from, any nuclear or radioactive device;
- 8. **loss** arising out of:
 - a. the entrustment to any person by any **insured**;
 - b. the supervision of, or the failure to supervise, any person by any **insured**, with regard to the ownership, maintenance or use; or
 - c. any liability imposed by an owner's liability statute or similar law on any **insured**, with regard to the ownership, maintenance or use;

of any **automobile, recreational motor vehicle, watercraft, aircraft or any other motorized vehicle, unless required underlying insurance** applies to the **loss**

and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
- 9. **loss** involving a watercraft or motorized land vehicle, and arising out of any **insured's** participation in, preparation or practice for any:
 - a. race contest or competition;
 - b. speed contest or competition;
 - c. demolition contest or competition;
 - d. hill climbing contest or competition; or
 - e. jumping contest or competition;

whether or not any of these are formally organized or prearranged.

However, this exclusion does not apply to watercraft if the **required underlying insurance** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
- 10. **loss** sustained while an **automobile or recreational motor vehicle** is driven or operated by an **insured**, other than **you**, who is excluded by a named driver or operator exclusion or any similar exclusion under any **required underlying insurance**, even if coverage is provided by another policy;
- 11. **loss** arising out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungus** at or from any source or location; or **loss**, cost or expense arising out of any:
 - a. request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or

dispose of or in any way respond to or assess the effects of **fungus**; or

- b. claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of **fungus**;
12. claim made or suit brought against any **insured** because of **bodily injury** or **personal injury** to any person who is in the care of any **insured** because of compensated child care services provided by or at the direction of:
- a. any **insured**;
 - b. an employee of any **insured**; or
 - c. any other person actually or apparently acting on behalf of any **insured**.

This exclusion does not apply to the part-time child care services provided by any **insured** who is 18 years of age or younger and the services are not provided on **business property**;

13. **bodily injury** or **personal injury** to any **insured** as defined in part a. or b. of the definition of **insured**, including any claim made or suit brought against any **insured** to share damages with or repay someone else who may be obligated to pay damages because of such **bodily injury** or **personal injury**;
14. **bodily injury** or **property damage** which is:

- a. either expected or intended by the **insured**; or
 - b. the result of any willful and malicious act of the **insured**;
15. **bodily injury** to a person if the **insured** is required to provide or elects to provide that person benefits under a workers' compensation, non-occupational disability, or occupational disease law;
16. **bodily injury** arising out of the exposure to, ingestion or inhalation of, lead or lead compounds;
17. **personal injury** when the **insured** acts with specific intent to cause any harm;
18. **property damage** to:
- a. property owned by any **insured** on the date of **loss**; and
 - b. **automobiles** and aircraft owned by, registered to, leased to, rented to, used by, in the care of, or transported by any **insured**;
19. liability imposed on or assumed by any **insured** through any unwritten or written agreement;
20. liability for any **insured's** share of any charge assessed against all members of any type of association of property owners; or
21. order of restitution issued by a court in a criminal proceeding or equitable action.

DUTIES AFTER LOSS

In the event of a **loss** for which this policy may provide coverage, all **insureds** seeking coverage must:

1. immediately notify **us** of such **loss**. The notice must give **us**:
 - a. reasonably available information on the time, place and circumstances of the **loss**; and
 - b. names and addresses of any claimants and witnesses; and
 - c. the name of the insurer and identification number of any other policy providing insurance;
2. immediately notify **us** and any other insurer providing insurance of any claim or suit filed against the **insured** and send **us** and such insurer every demand, notice, summons and other process received related to the claim or suit;
3. at all times, help and cooperate with **us** and any other insurer providing insurance, and at **our** request, assist in:
 - a. making settlement;
 - b. the enforcement of any right of contribution or indemnity against a person or organization who may be liable to the **insured**;
 - c. the conduct of suits and attend depositions, hearings and trials;
 - d. securing and giving evidence; and
 - e. locating and getting witnesses to attend depositions, hearings, and trials.

CONDITIONS

1. **Appeals.** **We** may appeal any award or legal decision against any **insured** or **us**.
2. **Assignment.** Any assignment of this policy will be valid only after **we** give **our** written consent.
3. **Bankruptcy.** Bankruptcy or insolvency of an **insured** or his or her estate shall not relieve **us** of **our** obligations under this policy.
4. **Cancellation.** This policy may be cancelled by **you** or **us** at any time during the policy period.
 - a. **You** may cancel by giving advance written notice to **us** or **our** agent of the date the cancellation is to take effect. If **you** cancel, the refund of any unearned premium will be based on **our** rules for cancellation. **We** may waive the requirement that the notice be in writing by confirming the date and time of cancellation to **you** in writing.
 - b. If **we** choose to cancel the policy, **we** will mail or deliver to **your** last known address notice of cancellation at least:
 - (1) 10 days prior to the date of cancellation, if the cancellation is for nonpayment of premium;
 - (2) 30 days prior to the date of cancellation, if the cancellation is for a reason other than nonpayment of premium.

The refund of any unearned premium will be prorated. Proof of mailing will be sufficient proof of notice.

Delay in the return of any unearned premium does not change the cancellation date.

5. **Conformity to State or Provincial Law.** When a policy provision is in conflict with the applicable law of the state or province in which this policy is issued, the law of such state or province will apply.
6. **Death.** If **you** die, this policy will cover as an **insured**, **your** estate and **your** personal representative while acting on behalf of **your** estate, until this policy is terminated. This applies only with respect to a **loss** arising out of the premises and property that are part of the estate and then only if **you**, while living, would have had coverage.
7. **Insolvency.** When coverage is not available from any **required underlying insurance** because the company issuing such policy is or becomes insolvent, this policy will not replace coverage of the insolvent company or any state, provincial or association guarantee fund available for the **loss**.
8. **Joint and Individual Interests.** When there are two or more named insureds, each acts for all to cancel or change the policy.
9. **Liberalization Clause.** If **we** revise the language of this policy to broaden coverage for no additional premium in the state or province in which **your** policy is issued, the broadened coverage will apply to **your** policy on the date the change is effective in such state or province.
10. **Non-Renewal.** **We** may elect not to renew this policy by delivering or mailing written notice to **your** last known address. The notice will be delivered or mailed at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
11. **Notification for Underwriting Purposes.** If any **required underlying insurance** limits are used up, reduced, suspended or cancelled, **you** must notify **us** immediately, and immediately replace the coverage. Providing this notification does not alter an **insured's** obligation to comply with the MAINTAINING REQUIRED UNDERLYING INSURANCE section of this policy.
12. **Other Insurance.** The coverage provided by this policy is excess over all other insurance and self insurance.
13. **Policy Period.** This policy applies only to a **loss** which first occurs during the policy period shown on the declarations page or renewal certificate.
14. **Recovery. Insureds** must do all that they can to preserve their rights of recovery, including rights of indemnity or contribution. These rights will belong to **us** up to the amount **we** pay for a **loss**.
15. **Suit Against Us.** No action may be brought against **us** unless all **insureds** have complied with all policy provisions.

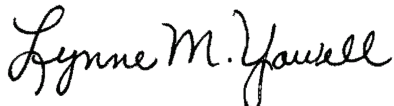
No one has the right to join **us** as a party to an action against an **insured**. Further, no action may be brought against **us** until the obligation of the **insured** has been determined by final judgment after an actual trial, including all appeals, or agreement signed by **us**.

16. **Voluntary Payments and Obligations.**

The **insured** may not, except at the **insured's** own cost, voluntarily make payments, assume obligations or incur expenses.

17. **Waivers.** Waivers of **our** rights under this policy are only valid if **we** consent in writing.

IN WITNESS WHEREOF, this Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.



Secretary



President

The Board of Directors, in accordance with Article VI(c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION LIMIT

Missouri law requires all companies to provide the following information:

If coverage provided by this policy exceeds the limits of coverage guaranteed by the Missouri Property and Casualty Insurance Guaranty Association, the association guarantees only that amount of each covered claim which is in excess of \$100 and is less than \$300,000. This has no effect on the coverage we will provide under your policy.

FE-7848
(10/91)

FE-7676.2 FARM LIABILITY UMBRELLA COVERAGE ENDORSEMENT

DEFINITIONS

The definitions of “**business**” and “**insured**” are replaced with the definitions below, but only for the purpose of the coverage provided by this endorsement:

“**business**” means a trade, profession or occupation other than farming.

“**insured**” means:

- a. **you** and **your** relatives whose primary residence is **your** household;
- b. any other human being under the age of 21 whose primary residence is **your** household and who is in the care of a person described in a.;
- c. any other person or organization to the extent they are liable for the use of an **automobile, recreational motor vehicle** or watercraft by a person included in a. or b.

However, any such person or organization is not an **insured** if:

- (1) the use is in the course of a **business** that sells or services **automobiles, recreational motor vehicles** or watercrafts; or
 - (2) such person or organization owns, leases, or rents the **automobile, recreational motor vehicle** or watercraft.
- d. any partner with respect to their liability as such, provided that the named insured is a partnership, a limited liability partnership, or a limited liability limited partnership; and
 - e. the corporation, its officers, directors, and shareholders, but only while acting within the scope of their duties on behalf of the corporation, provided that the named insured is a corporation or a limited liability corporation;

This insurance applies separately to each **insured** against whom claim is made, or suit is brought, except with respect to the limit of **our** liability.

This insurance does not apply to **loss** arising out of the conduct of a corporation or partnership which is not designated in this policy as a named insured.

Item a.(1) “**Automobile Liability**” of the definition of “**required underlying insurance**” is changed, but only for the purpose of the coverage provided by this endorsement, to also include a policy which provides coverage for the **insured** for that **insured’s** liability arising out of the ownership, operation, maintenance or use of any truck

tractor designed to pull any type of trailer or any truck tractor trailer.

The following definitions are added but only for the purpose of the coverage provided by this endorsement:

“**completed operations hazard**”:

- a. includes **loss** arising out of farming operations or reliance upon a representation or warranty made at any time with respect to the operations, but only if the **loss** occurs after such farming operations have been completed or abandoned and occurs away from premises owned by or rented to **you**. Farming operations include materials, parts or equipment furnished in connection with it. Farming operations will be considered completed at the earliest of the following times:

- (1) when all farming operations to be performed by or on **your** behalf under the contract have been completed;
- (2) when all farming operations to be performed by **you** at the site of the operations have been completed; or
- (3) when the portion of the work out of which the **loss** arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing farming operations for a principal as a part of the same project.

Farming operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise completed, shall be deemed completed.

- b. does not include **loss** arising out of:
 - (1) farming operations in connection with the transportation of property, unless the **loss** arises out of a condition in or on a vehicle created by its loading or unloading; or
 - (2) the existence of tools, uninstalled equipment or abandoned or unused materials.

“**pollutants**” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

“**your products**” means goods or products manufactured, sold, handled or distributed by **you** or by others trading under **your** name, including

CONTINUED

any container thereof (other than a vehicle), but **your products** shall not include a vending machine or any property other than such container rented to or located for use of others but not sold;

EXCLUSIONS

Exclusions 1., 4. and 5. are replaced with the corresponding numbered exclusions below, but only for the purpose of the coverage provided by this endorsement:

There is no coverage under this policy for any:

1. **loss** involving any **insured's** maintenance, use, ownership, loading or unloading of any:
 - a. locomotive, unless **your required underlying insurance** for **Personal Residential Liability** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
 - b. aircraft;
 - c. truck tractors designed to pull any type of trailer or truck tractor trailers, unless **your required underlying insurance** for **Automobile Liability** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page; or
 - d. farm tractors, farm trailers or farm implements while used in farming, unless **your required underlying insurance** for **Personal Farm Liability** applies to the **loss** and provides coverage that pays for the **loss** in the amount shown as Minimum Underlying Limits on the declarations page;
4. **loss** arising out of any **insured's** act or omission as a member of a corporation's board of directors. This exclusion does not apply:
 - a. if that corporation is the named insured; or
 - b. if the corporation is a not-for-profit corporation and the **insured** is not an employee or officer of the corporation;
5. **loss**:
 - a. arising out of the actual, alleged or threatened discharge, dispersal, spill, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including those to be recycled, reconditioned or reclaimed), or other irritants, contaminants or **pollutants**:
 - (1) at or from premises owned, rented or occupied by **you**;
 - (2) at or from any site or location used by or for **you** or others for the handling, storage, disposal, processing or treatment of waste;

(3) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for **you** or any person or organization for whom **you** may be legally responsible; or

(4) at or from any site or location on which **you**, an employee or any contractor or sub-contractor working directly or indirectly on **your** behalf is performing operations:

- (a) if the **pollutants** are brought on or to the site or location in connection with such operations; or
 - (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**;
- b. cost or expense arising out of any governmental direction or request that **you** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

Subparagraphs (1) and (4)(a) of paragraph a. of this exclusion do not apply to **loss** caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

The following ADDITIONAL EXCLUSION and ADDITIONAL CONDITION are added:

ADDITIONAL EXCLUSION

If not otherwise specified below, coverage provided by this endorsement does not apply to liability arising out of any claim made for **loss** caused, or alleged to have been caused, by any of the following:

1. failure of seed products sold by **you** to conform to the variety or quality specified or to be suitable for the purpose specified;
2. erroneous delivery of seed products or seed, meaning wrong fulfilling of an order, whereby the seed of a genus or species different from that ordered by the customer is delivered;
3. cross-pollination, germination failure in any degree, presence of noxious weed seed, disease, rust, wilt, fungus, insect or larvae, or eggs thereof, or from any similar cause;
4. any negligent act, error or omission by **you**, or any other person for whose acts **you** are liable, arising out of the processing of seed or seed products by **you** for or on behalf of others where no sale of seed is made; or
5. **your** contract with others to grow seed for **you**, or from **your** contract to grow seed or seed products for others,

CONTINUED

or from **your** sale of any seed or seed products so grown.

The word "seed", as used in this endorsement, also includes bulbs, plant tubers, root cuttings and other means of plant propagation.

FE-7676.2

ADDITIONAL CONDITION

When coverage under the terms of this endorsement is for a **loss** involving **your products** or **your completed operations hazard** the Coverage L amount listed on the declarations page is an aggregate limit per policy period for all **losses** covered under this endorsement.

FE-5837 FUEL OIL EXCLUSION ENDORSEMENT

EXCLUSIONS

The following exclusion is added:

We do not provide any coverage under this policy for any **loss** arising out of the actual, alleged or threatened discharge, seepage, leakage, migration, dispersal, spill, release, emission, escape, leaching or disposal of fuel oil.

FE-5837